

QUIT-CLAIM DEED—with Dower Clause—No. 89-B

567977 FILM NO 1386

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

BOX! Sue #22995

Know all Men by these Presents

That, WALKER SEBASTIAN AND CHRISTINE SEBASTIAN
(HUSBAND AND WIFE)

, the Grantors,
who claim title by or through instrument, recorded in Volume 1094, Page 240,
LORAIN
County Recorder's Office, for the consideration of
TEN DOLLARS AND 00/100----- Dollars (\$ 10.00)
received to THEIR full satisfaction of

JEFFREY S. CARMAN AND GLENDA CARMAN
(HUSBAND AND WIFE) 2111 HARRISON AVENUE AND the Grantee,
whose TAX MAILING ADDRESS will be 2113 HARRISON AVENUE
LORAIN OH 44055

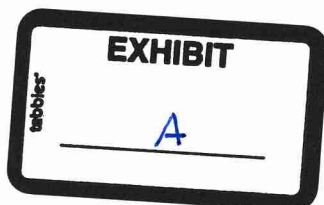
have Given, Granted, Remised, Released and Forever Quit-Claimed and do by these
presents absolutely give, grant, remise, release and forever quit-claim unto the said
grantees, THEIR heirs and assigns forever, all such right and
title as WE, the said grantors, have or ought to have in and to the
following described piece or parcel of land, situated in the TOWNSHIP of
SHEFFIELD County of LORAIN and State of Ohio:

2 AND 3
AND KNOWN AS BEING SUBLT NOS. 1, ~~XXXX~~ INCLUSIVE, BLOCK K, IN THE
LORAIN HEIGHTS ALLOTMENT, OF PART OF ORIGINAL SHEFFIELD TOWNSHIP
LOT NO. 109, AS SHOWN BY THE RECORDED PLAT IN VOLUME 6, PAGE 21
OF LORAIN COUNTY MAP RECORDS. SAID SUBLT NOS. 1 ~~XXXX~~ INCLUSIVE*2 AND 3
BLOCK K, TOGETHER FORM A PARCEL OF LAND HAVING A FRONTAGE OF ~~100.00~~ 120.00
FEET ON THE NORTHERLY SIDE OF THIRTY-SECOND AVENUE, NOW KNOWN AS
HARRISON STREET, AND EXTENDING BACK BETWEEN PARALLEL LINES 110
FEET ON THE WESTERLY LINE, 110 FEET ON THE EASTERLY LINE AND
HAVING A REAR LINE OF ~~100.00~~ FEET, AS APPEARS BY SAID PLAT, BE THE**120.00
SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

TAX PARCEL NOS. 03-00-109-112-008, 03-00-109-112-009 &
03-00-109-112-010

***~~Correct~~ TO CORRECT DEED FILED APRIL 28, 1998 INSTRUMENT NO.
980532492 TO CORRECT THE LEGAL DESCRIPTION.*****

NO TRANSFER NECESSARY
MARK R. STEWART
LORAIN COUNTY AUDITOR
JP 10/6/98
DEPUTY



TOWER CITY TITLE AGENCY
6151 Wilson Mills Rd.
HIGHLAND HTS., OHIO 44143

98-12701

To Have and to Hold the premises aforesaid, with the appurtenances thereunto belonging to the said grantee S, THEIR heirs and assigns, so that neither the said grantor S, nor THEIR heirs, nor any other persons claiming title through or under THEM, shall or will hereafter claim or demand any right or title to the premises, or any part thereof; but they and every one of them shall by these presents be excluded and forever barred.
And for valuable consideration.

WALKER SEBASTIAN AND CHRISTINE SEBASTIAN
(HUSBAND AND WIFE)

do hereby remise,
release and forever quit-claim unto the said grantees, THEIR heirs and assigns,
all OUR right and expectancy of ~~claim~~ in the above described premises.

In Witness Whereof, WE have hereunto set OUR hands, the
day of _____, in the year of our Lord one thousand
nine hundred and 98
Signed and acknowledged in presence of.

RONALD TUCKERMAN

ROBERT A. VOSS

Walker Sebastian

WALKER SEBASTIAN

Christine Sebastian

CHRISTINE SEBASTIAN

State of Ohio, } ss. Before me, a NOTARY PUBLIC
LORAIN County, } in and for said County and State, personally appeared
the above named WALKER SEBASTIAN AND CHRISTINE SEBASTIAN, HUSBAND AND
WIFE

who acknowledged that THEY did sign the foregoing instrument and that the
same is THEIR free act and deed.

In Testimony Whereof, I have hereunto set my hand and
official seal, at LORAIN
this 1ST day of OCTOBER A. D. 19 98

RONALD TUCKERMAN

MY COMMISSION EXPIRES: 11-16-2002

PREPARED BY: MARY ANN JAMISON
LEONARD R. STEIN-SAPIR LORAIN COUNTY RECORDER
ATTORNEY AT LAW
1111 CHESTER AVE. #410
CLEVELAND OH 44114 Oct 6 3 07 PM '98
216 861 2773

RECEIVED FOR RECORD



TO

19

Transferred

COUNTY AUDITOR

State of Ohio

County of _____

Received for Record on the

day of _____ 19

at _____ o'clock _____ M.

and Recorded _____ 19 in

Book _____ Page _____

COUNTY RECORDER

Recorders Fee \$ _____

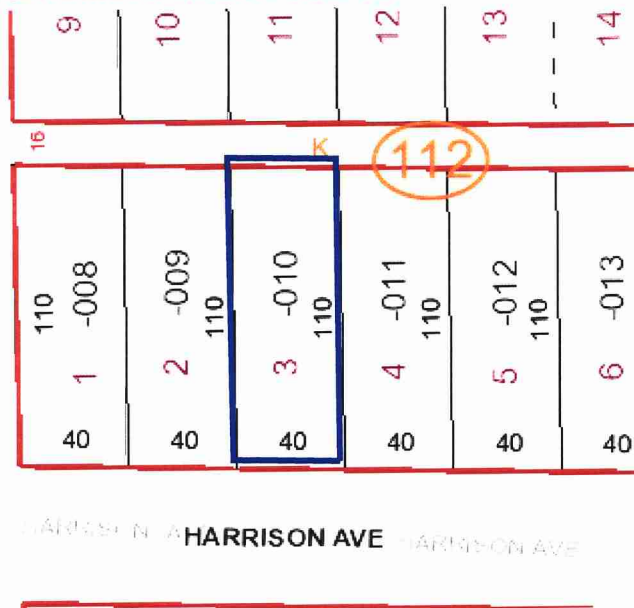
This instrument prepared by:



Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Fri Apr 24 2020

Parcel Number: 0300109112010

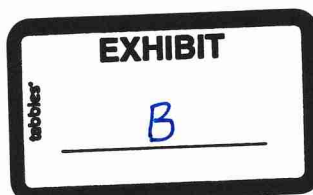
Parcels

Parcel Number	0300109112010	Land Use	510
Owner	CARMAN JEFFREY S & GLENDA	Neighborhood	31103 - RIDGE VUE HTS/LORAIN HTS ALLOTMENT
Location Address	2113 HARRISON AVE LORAIN, OH 44055	Acres	0
Tax Bill Mailed To	2113 HARRISON AV LORAIN, OH 44055	School District	CLEARVIEW LSD
Property Description	LORAIN HTS FRNT 0040.00 DPTH 0110.00	Instrument Number	<u>980567977</u>
Tax District	61 - SHEFFIELD TWP/CLEARVIEW LSD	Delinquent Real Estate	No

Values

Market Land Value	\$7,680.00
Market Building Value	\$53,560.00
Market Total Value	\$61,240.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$2,690.00
Assessed Building Value	\$18,750.00
Assessed Total Value	\$21,440.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

The 2019 values have been certified by the State of Ohio.

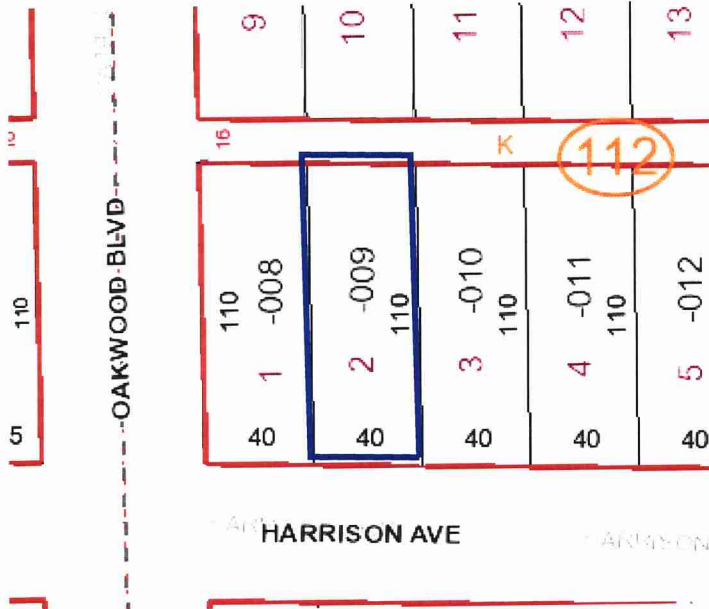




Lorain County Auditor

Craig Snodgrass, CPA, CGFM

Report generated: Fri Apr 24 2020

Parcel Number: 0300109112009

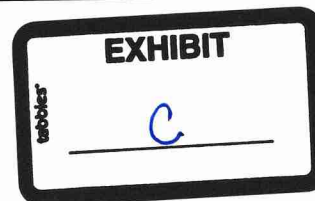
Parcels

Parcel Number	0300109112009	Land Use	520
Owner	CARMAN JEFFREY S & GLENDA	Neighborhood	31103 - SHEFFIELD TWP - LORAIN & RIDGE VUE ALLOT
Location Address	HARRISON AVE LORAIN, OH 44055	Acres	0
Tax Bill Mailed To	2113 HARRISON AV LORAIN, OH 44055	School District	CLEARVIEW LSD
Property Description	LORAIN HTS FRNT 0040.00 DPTH 0110.00	Instrument Number	<u>980567977</u>
Tax District	61 - SHEFFIELD TWP/CLEARVIEW LSD	Delinquent Real Estate	No

Values

Market Land Value	\$7,680.00
Market Building Value	\$33,070.00
Market Total Value	\$40,750.00
Market CAUV	\$0.00
Market Abatement	\$0.00
Assessed Land Value	\$2,690.00
Assessed Building Value	\$11,570.00
Assessed Total Value	\$14,260.00
Assessed CAUV	\$0.00
Assessed Abatement	\$0.00

The 2019 values have been certified by the State of Ohio.



tabbles

EXHIBIT

D

174230

532493 FILM NO 1330

1/8

WHEN RECORDED MAIL TO:
BOFS Central Servicing Dept. E
8604 Allisonville Road
Indianapolis, IN 46250-

OPEN-END MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 04/24/1998. The mortgagor is JEFFREY S CARMAN AND GLENDA CARMAN. The mortgage is HUSBAND AND WIFE. ("Borrower") whose address is 2113 HARRISON AVENUE LORAIN, OH 44055. This Security Instrument is given to Banc One Financial Services, Inc. ("Lender") which is organized and existing under the laws of the State of INDIANA, and whose address is 8604 Allisonville Rd. Indianapolis IN 46250. Borrower owes Lender the principal sum of One Hundred Eight Thousand Seven Hundred Thirty-Seven Dollars And 87 Cents (U.S. \$ 108,737.87). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 05/01/2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in LORAIN County, Ohio.

See attached for legal description

which has the address of 2113 HARRISON AVENUE LORAIN, OH 44055
("Property Address"); & 2111 HARRISON AVENUE LORAIN, OH 44055

OHIO - FIRST MORTGAGE - FNMA/FHLM MODIFIED FORM 3036, 9/90
BOFS # OH3036 - 10/97 SIS Rev. 2/98

Page 1 of 6

Box Set 22995

J. S. C.
J. C.

EXHIBIT "A"

SITUATED IN THE TOWNSHIP OF SHEFFIELD, COUNTY OF LORAIN AND STATE OF OHIO:

AND KNOWN AS BEING SUBLOT NOS. 1 TO 8 INCLUSIVE, BLOCK K, IN THE LORAIN HEIGHTS ALLOTMENT, OF PART OF ORIGINAL SHEFFIELD TOWNSHIP LOT NO. 109, AS SHOWN BY THE RECORDED PLAT IN VOLUME 6, PAGE 21 OF LORAIN COUNTY MAP RECORDS. SAID SUBLOT NOS 1 TO 8, INCLUSIVE BLOCK K, TOGETHER FORM A PARCEL OF LAND HAVING A FRONTAGE OF 305.87 FEET ON THE NORTHERLY SIDE OF THIRTY-SECOND AVENUE, NOW KNOWN AS HARRISON STREET, AND EXTENDING BACK BETWEEN PARALLEL LINES 110 FEET ON THE WESTERLY LINE, 110 FEET ON THE EASTERLY LINE AND HAVING A REAR LINE OF 309.01 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

TAX PARCEL NOS. 03-00-109-112-008, 03-00-109-112-009 & 03-00-109-112-010

PROPERTY ADDRESS: 2113 HARRISON AVE.
LORAIN, OH 44055

f.s.c.
D.C.

04/24/1998

Loan No 00003899543

Page 6 of 6

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Other(s) [specify] | |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Christopher P. U. Meelo
Printed Name: Christopher P. U. Meelo
Address: 1111 Chester Ave, Cleveland, OH

Jerrie Samples
Printed Name: Jerrie Samples
Address: 1111 Chester Ave, Cleveland, Ohio

Borrowers:

Jeffrey S. Carman
Printed Name: JEFFREY S. CARMAN
Address: 2113 HARRISON AVENUE, LORAIN, OH 44055

Glenda Carman
Printed Name: GLEND A. CARMAN
Address: _____

Printed Name: _____
Address: _____

Printed Name: _____
Address: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OHIO

COUNTY OF Lorain } SS

On this day before me, the undersigned Notary Public, personally appeared _____ to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged before me that he/she/they signed the Mortgage as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 24 day of April, 1998.

By Christopher P. U. Meelo Residing at 1111 Chester Ave., Cleveland

Notary Public in and for the State of OHIO My commission expires 10-29-01

This instrument was prepared by: CHRISTOPHER P. DIMEOLO
Notary Public, State of Ohio, Cuy. Cty.
BETH WALKER My Commission Expires Oct. 29, 2001

BANC ONE FINANCIAL SERVICES, INDIANAPOLIS INDIANA 46250

532493 FILM NO 1330

MARY ANN JANSON
LORAIN COUNTY RECORDER

APR 28 1 11 PM '98

RECEIVED FOR RECORD

24.00
52

BOX 156 #22995
Account No. 161 1611004641

567978 FILM NO 1386

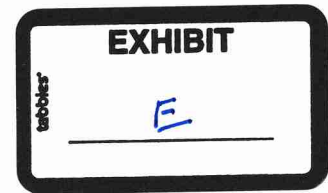
MORTGAGE

THIS MORTGAGE is made this 1st day of October 1998, between the Mortgagor, JEFFREY S. CARMAN and GLENDA CARMAN, HUSBAND AND WIFE (herein "Borrower") and the Mortgagee, FIRST UNION HOME EQUITY BANK, N. A. a national banking association organized and existing under the laws of the United States of America, whose address is CONS-14 0361 CHARLOTTE, NC 28288 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 93,500.00, which indebtedness is evidenced by Borrower's note dated October 1 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 10 2013;

TO SECURE to Lender the repayment of the indebtedness, evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of LORAIN, State of Ohio:

SEE ATTACHED EXHIBIT "A"



which has the address of 2113 HARRISON AVENUE LORAIN OH 44055
(Street) (City) (State) (Zip Code)

(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower's address: 2113 HARRISON AVENUE LORAIN, OH 44055



If checked, this is an Adjustable Rate Loan and the Adjustable Rate Rider ("Rider") attached hereto and executed of even date herein is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.

TOWER CITY TITLE AGENCY
6151 Wilson Mills Rd.
HIGHLAND HTS., OHIO 44143

230522 (Rev 08)

Page 1 of 5

(04/98) OH FR/ARM Mig
1611004641 CARMAN


98-12701

M.C. J.S.C.


IN WITNESS WHEREOF, the undersigned Borrower and _____ the spouse of the Borrower, who hereby releases such spouse's right of dower in the Premises, have executed this Mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

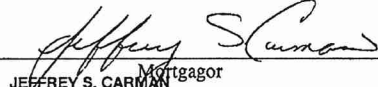
WITNESSES:




 RONALD TUCKERMAN



 ROBERT A. VOSS

 (SEAL)

 JEFFREY S. CARMAN Mortgagor

 (SEAL)

 GLENDA CARMAN Mortgagor

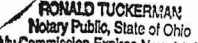
STATE OF OHIO, LORAIN County ss:

On this 1ST day of OCTOBER 1998, before me, a Notary Public in and for said County and State, personally appeared JEFFREY S. CARMAN AND GLENDA CARMAN, HUSBAND AND WIFE the individual(s) who executed the foregoing instrument and acknowledges that The Y did examine and read the same and did sign the foregoing instrument, and the same is THEIR free act and deed.


IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

My Commission Expires:

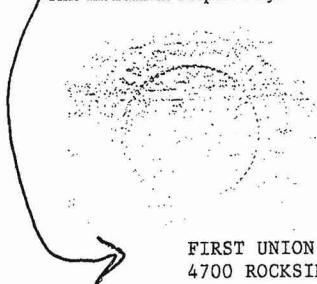


 RONALD TUCKERMAN
 Notary Public, State of Ohio
 My Commission Expires Nov. 16, 2002



 Notary Public

This Instrument Prepared By:



FIRST UNION HOME EQUITY, BANK
 4700 ROCKSIDE RD., 525
 INDEPENDENCE, OHIO 44131

EXHIBIT "A" 567978 FILM NO 1386

Situated in the Village of Sheffield, County of Lorain and State of Ohio: and known as being Sublot No. 3, Block K, in Lorain Heights allotment, of part of Original Sheffield Township Lot No. 109, as shown by the recorded plat in Volume 6, Page 21 of Lorain County Map Records forming a parcel of land having a frontage of 40.00 feet on the Northerly side of Harrison Street, and extending back between parallel lines 110 feet, and having a rear line of 40.00 feet, as appears by said plat, be the same more or less but subject to all legal highways.

KNOWN AS: 2113 HARRISON AVENUE, LORAIN, OHIO 44055

PARCEL NO: 03-00-109-112-010

MARY ANN JAWISON
LORAIN COUNTY RECORDER

OCT 6 3 07 PM '98

RECEIVED FOR RECORD

30.00
50

Box # 22995
Account No. 9810006188524

567976 FILM NO 1306

MORTGAGE

THIS MORTGAGE is made this 1st day of October 1998, between the Mortgagor, JEFFREY S. CARMAN and GLENDA CARMAN, HUSBAND AND WIFE (herein "Borrower") and the Mortgagee, FIRST UNION HOME EQUITY BANK, N.A. a national banking association organized and existing under the laws of the United States of America, whose address is CONS-14 8381 CHARLOTTE, NC 28288 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 37,000.00, which indebtedness is evidenced by Borrower's note dated October 1 1998 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on October 6 2013;

TO SECURE to Lender the repayment of the indebtedness, evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of LORAIN, State of Ohio:

SEE ATTACHED EXHIBIT "A"

which has the address of 2111 HARRISON AVENUE LORAIN OH 44058
(Street) (City) (State) (Zip Code)

(herein "Property Address"):

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower's address: 2113 HARRISON AVENUE LORAIN, OH 44058

☐ If checked, this is an Adjustable Rate Loan and the Adjustable Rate Rider ("Rider") attached hereto and executed of even date herein is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note. This Mortgage secures payment of said Note according to its terms, which are incorporated herein by reference.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraph 1 hereof shall be applied by Lender first to interest payable on the Note, then to the principal of the Note.

TOWER CITY TITLE ACQUISITION
6151 Wilson Mills Rd.
HIGHLAND HTS., OHIO 44143

229922 (Rev. 1/88)

Page 1 of 3

98-12702

MORTGAGE (IN PRIVATE) MAY
0006100024 CARMAN

M.C. J.S.C.

EXHIBIT

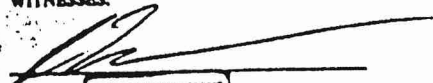
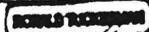
tabbles

F


IN WITNESS WHEREOF, the undersigned Borrower and _____ the spouse of the Borrower, who hereby releases such spouse's right of dower in the Premises, have executed this Mortgage.


IN WITNESS WHEREOF, Borrower has executed this Mortgage.

WITNESSES:

 ROBERT A. VOSS

 (SEAL)
 JEFFREY S. CARMAN

 (SEAL)
 GLENDA CARMAN
 Mortgagor


STATE OF OHIO, _____ County of: LORAIN

On this 18 day of OCTOBER, 1998, before me, a Notary Public in and for said County and State, personally appeared JEFFREY S. CARMAN AND GLENDA CARMAN, HUSBAND AND WIFE the individual(s) who executed the foregoing instrument and acknowledges that T he Y did examine and read the same and did sign the foregoing instrument, and the same is THEIR free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

(SEAL)

My Commission Expires:


 RONALD TUCKERMAN
 Notary Public, State of Ohio
 My Commission Expires Nov. 14, 2002


 Notary Public

This Instrument Prepared By:



FIRST UNION HOME EQUITY BANK
 4700 ROCKSIDE RD, 525
 INDEPENDENCE, OHIO 44131

EXHIBIT "A"

567976 FILM NO 13116

Situated in the Village of Sheffield, County of Lorain and State of Ohio; and known as being Sublots Nos. 1 and 2 Block K, in Lorain Heights Allotment, of part of Original Sheffield Township Lot No. 109, as shown by the recorded Plat in Volume 6, Page 21 of Lorain County Map Records forming a parcel of land having a frontage of 80.00 feet on the Northerly side of Harrison Street, and extending back between parallel lines 110 feet, and having a rear line of 80.00 feet, as appears by said plat, be the same more or less but subject to all legal highways.

KNOWN AS: 2111 HARRISON AVENUE, LORAIN, OHIO 44055

PARCEL NO: 03-00-109-112-008
03-00-109-112-009

MARY ANN JANISON
LORAIN COUNTY RECORDER

OCT 6 3 07 PM '98

RECEIVED FOR RECORD

30.00
5a

624413 FILM NO 1474

1/9

Sub # 22995
Accon

Mail Box CUSTOM TITLE SERVICES, INC.
4500 ROCKSIDE RD., SUITE 130
INDEPENDENCE, OH 44131

Order No. _____ Escrow No. 100945

After recording mail to:

Providian National Bank
c/o Mortgage Processing
P.O. Box 9120
Pleasanton, CA 94566
Ref. No. 9913701149

SPACE ABOVE THIS LINE FOR RECORDERS USE ONLY

OPEN-END MORTGAGE

THIS MORTGAGE ("Mortgage") is made on June 16, 1999 by JEFFREY S. CARMAN AND GLENDA CARMAN, HUSBAND AND WIFE ("Borrower") whose address is 2113 Harrison Avenue, Lorain, OH 44055-3419 and Providian National Bank, which is organized and existing under the laws of the United States of America, and whose address is 295 Main Street, Tilton, NH 03276 ("Lender"). Borrower owes Lender the principal sum of Twenty Five Thousand Nine Hundred and 00/100 Dollars (U.S. \$25,900.00) (the "Credit Limit") as evidenced by Borrower's Providian National Bank Account Agreement dated even date herewith ("Agreement"). This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Agreement, with interest thereon, and all renewals, future advances, extensions and modifications of the Agreement; (b) the payment of all other sums, with interest thereon, advanced to protect the security of this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage and the Agreement. For this purpose, Borrower irrevocably does hereby mortgage, warrant, grant and convey to Lender, the following described property located in LORAIN County, State of Ohio which has the address of 2111 Harrison Avenue, Lorain, Ohio 44055 ("Property Address") and which is more particularly described in Exhibit "A" attached hereto and made a part hereof;

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Mortgage. All of the foregoing are hereinafter referred to as the "Property."

Borrower and Lender covenant and agree as follows:

1. **TITLE.** Borrower warrants and covenants that Borrower has good and marketable title to the Property and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower will defend title to the Property against all claims and demands, subject to any encumbrances of record.
2. **ADJUSTABLE MORTGAGE LOAN PROVISIONS.** The Agreement contains provisions which permit (a) increases and decreases to the rate of interest provided in the Agreement on a monthly basis prior to the Conversion Date (as defined herein) and thereafter; (b) increases and decreases to the rate of interest and payments of principal and interest on a semi-annual basis; and (c) a limitation on increases and

AF6544
OHIO MORTGAGE
July 27, 1998

Page 1



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it and acknowledges receipt of a copy of this Mortgage and any rider.

Witnesses

Clark R. Brown
Print Name: CLARK R. BROWN
Janet Lee Withington
Print Name: JANET LEE WITHINGTON

Borrower(s):

Jeffrey S. Carman
Jeffrey S. Carman
Glenda Carman
Glenda Carman

STATE OF OHIO County ss: Cuyahoga

On this 11th day of June, 1999
before me, a Notary Public in and for said County and State, personally appeared
Jeffrey S. Carman & Glenda Carman

~~they~~ the individual(s) who executed the foregoing instrument and acknowledged that they did examine and read the same and did sign the foregoing instrument, and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My Commission expires:

Clark R. Brown
Notary Public



This instrument was prepared by:
Gerlinde Kersenbrock (Document Specialist)
c/o Provident - Mortgage Processing
P.O. Box 9120
Pleasanton, CA 94566
Ref. No. 9913701149

-----[Space Below This Line Reserved For Lender and Recorder]-----

EXHIBIT A

LEGAL DESCRIPTION

624413 FILM NO 1474

Reference: 604725

Situated in the Township of Sheffield, County of Lorain and State of Ohio: And known as being Sublot Nos. 1, 2 and 3 inclusive, Block K, in the Lorain Heights Allotment, of part of Original Sheffield Township Lot No. 109, as shown by the recorded plat in Volume 6, page 21 of Lorain County Map Records. Said Sublot Nos. 1, 2 and 3, Block K, together form a parcel of land having a frontage of 120.00 feet on the northerly side of Thirty-Second Avenue, now known as Harrison Street, and extending back between parallel lines 110 feet on the Westerly line, 110 feet on the Easterly line and having a rear line of 120.00 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Property Address:

2111 Harrison Ave. and 2113 Harrison Ave.
Lorain, Ohio 44055

RECORDED
INDEXED
LORAIN COUNTY

1999 JUN 24 P 2 13

RECORDED FOR RECORD

X J.S.C.
X D.C.

40.00
50

840706#1853

L
20MAIL
E.O.F.Counselors Title Co., LLC
4243 Hunt Rd., Ste 215
Cincinnati, Ohio 45242Loan No: 048300105686
Borrower: JEFFREY S. CARMAN

Data ID: 537

Return to: AEGIS MORTGAGE CORPORATION
ATTENTION: WHOLESALE CLOSING
P.O. BOX 84308
BATON ROUGE, LA 70884

[Space Above This Line For Recording Data]

MORTGAGE

MIN: 100014704831056865

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated May 24, 2002, together with all Riders to this document.

(B) "Borrower" is JEFFREY S. CARMAN AND GLENDA CARMAN. Borrower is the mortgagor under this Security Instrument. HUSBAND & WIFE

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is AEGIS MORTGAGE CORPORATION. Lender is A CORPORATION organized and existing under the laws of the State of OKLAHOMA. Lender's address is 11111 WILCREST GREEN, SUITE 250, HOUSTON TX 77042.

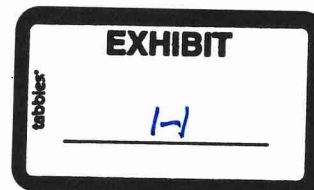
(E) "Note" means the promissory note signed by Borrower and dated May 24, 2002. The Note states that Borrower owes Lender SEVENTY-THREE THOUSAND NINE HUNDRED and NO/100-----Dollars (U.S. \$ 73,900.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than June 1, 2032.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | |
| <input checked="" type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |
| <input type="checkbox"/> Other(s) [specify] | | |

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Gianna

Form 3036 1/01

(Page 1 of 13 Pages)



0483001056860130

J.S.C.
J.C.

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of LORAIN:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 2111 HARRISON AVE,

LORAIN, OHIO
[City] [Street]

44055
[Zip Code]

("Property Address"):

OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Gianna

Form 3036 1/01 (Page 2 of 13 Pages)

G.S.C.
M.C.

Judgment. The award rendered by the arbitrator shall be final, non-appealable and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.

Confidentiality. Borrower and Lender agree that the mediation and arbitration proceedings are confidential. The information disclosed in such proceedings cannot be used for any purpose in any other proceeding.


Claims Excluded from Mediation and Arbitration. Notwithstanding the foregoing, neither Borrower nor Lender can require the other to mediate or arbitrate: (a) foreclosure proceedings, whether pursuant to judicial action, power of sale, assent to a decree or otherwise, proceedings pursuant to which Lender seeks a deficiency judgment, or any comparable procedures allowed under Applicable Law pursuant to which a lien holder may acquire title to or possession of any property which is security for this Transaction and any related personal property (including an assignment of rents or appointment of a receiver), upon default by the Borrower on the Transaction; (b) an application by or on behalf of the Borrower for relief under the federal bankruptcy laws or any other similar laws of general application for the relief of debtors, through the institution of appropriate proceedings; (c) any Claim where Lender seeks damages or other relief because of Borrower's default under the terms of a Transaction; or (d) any Claim on which relief could be granted by the small claims court in Borrower's jurisdiction. Enforcement of this section will not waive the right to arbitrate any other Claim, including a Claim asserted as a counterclaim in a lawsuit brought under this section.

Effect of Rescission. If Borrower has the right to rescind this Transaction, rescinding it will not rescind this Agreement.

No Other Arbitration Agreements. This Agreement is the only agreement between Lender and Borrower regarding alternative dispute resolution, and supersedes any prior agreements to mediate or arbitrate Claims. This Agreement may only be modified by a written agreement between Lender and Borrower.

BORROWER AND LENDER AGREE TO WAIVE ANY RIGHTS TO TRIAL BY JURY OF ANY AND ALL CLAIMS.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 (Seal)
 GLENDA CARMAN —Borrower

 (Seal)
 JEFFREY S. CORMAN —Borrower

Loan No: 048300105686

Data ID: 537

[Space Below This Line For Acknowledgment]

State of OHIO

§

County of Lorain

§

The foregoing instrument was acknowledged before me this

May 24th, 20 07, by

JEFFREY S. CARMAN AND GLENDA CARMAN

JEFF YATES
Notary Public, State of Ohio
My Commission Expires Sept 13, 2008

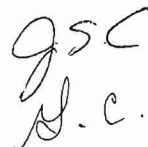
My commission expires: _____

JEFF YATES (Printed Name)
Notary Public, State of Ohio
My Commission Expires Sept 13, 2008

[Seal]

This instrument was prepared by:
Middleberg, Riddle & Gianna
717 N. Harwood, Suite 2400
Dallas, TX 75201OHIO - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Modified by Middleberg, Riddle & Gianna

Form 3036 1/01 (Page 13 of 13 Pages)



Loan No: 048300105686
Borrower: JEFFREY S. CARMAN

Data ID: 537

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 24th day of May, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to AEGIS MORTGAGE CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2111 HARRISON AVE
LORAIN, OHIO 44055
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3170 1/01
(Page 1 of 3 Pages)



0483001056860135

gsc-
N.C.

B40706

Legal Description

File Number: 01-OH12589

Situated in the Township of Sheffield County of Lorain and State of Ohio:

and known as being Sublot Nos. 1, 2 inclusive, Block K, in the Lorain Heights Allotment, of part of the original Sheffield Township Lot No. 109, as shown by the recorded Plat in Volume 6, Page 21 of Lorain County Map Records. Said Sublot Nos. 1, 2, Block K, together form a parcel of land having a frontage of 120.00 feet on the Northerly side of Thirty-Second Avenue, now known as Harrison Street, and extending back between parallel lines 110 feet on the westerly line, 110 feet on the easterly line and having a rear line of 120.00 feet, as appears by said plat, be the same more or less, but subject to all legal highways.

Save and except the following easement:

Situated in the County of Lorain, State of Ohio and being known as part of Original Lot No. 109 in Sheffield Township and further known as part of Sublot No. 3, Block "K" in the Lorain Heights Allotment as recorded in Plat Volume 6, Page 21 of Lorain County Plat Records and being further bounded and described as follows:

Beginning at the intersection of the centerlines of Oakwood Street (60 feet wide) and Harrison Avenue (50 feet wide):

Thence South 87 degrees 43' 25" East a distance of 110.02 feet along the centerline of said Harrison Street to a point thereon;

Thence, North 00 degrees 00' 00" East a Distance of 105.02 feet along the Westerly line of said Sublot No. 3 to a point being the Principal Place of Beginning;

Thence, North 90 degrees 00' 00" East a distance of 10.00 feet to a point;

Thence, North 00 degrees 00' 00" East a distance of 29.60 feet to a point on the Northerly line of said Sublot No. 3 and also being a point on the Southerly line of an Alley (16 feet wide);

Thence, North 87 degrees 43' 25" West a distance of 10.01 feet along the Northerly line of said Sublot No. 3 and the Southerly line of said Alley to a point being the Northwesterly corner of said Sublot No. 3;

Thence, South 00 degrees 00' 00" West a distance of 30.00 feet along the Westerly line of said Sublot No. 3 to the Principal Place of Beginning.

Parcel Number: 03-00-109-112-010,003-00-109-112-00

Address: 2111 Harrison Avenue, Lorain, Oh 44055

MARY ANN JAMISON
LORAIN COUNTY
RECORDER

2002 JUL -9 A 8:51

RECEIVED FOR RECORD

MAILED IN

\$86.00
Joe

940122#1989

2003052002

Man
Cleveland Home Title Agency, LTD
6100 Rockside Woods Blvd., #305
Independence, OH 44131

After Recording Return To:

Decision One Mortgage Company, LLC
Agent for Metro Center Mortgage, Inc.
6060 J.A. Jones Drive, Suite 800
Charlotte, North Carolina 28287

_____[Space Above This Line For Recording Data]_____

Loan Number 2020030556550
MIN: 100077910000664884

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "**Security Instrument**" means this document, which is dated **AUGUST 6, 2003**, together with all Riders to this document.
- (B) "**Borrower**" is **JEFFREY S. CARMAN ABND GLENDA CARMAN, HUSBAND AND WIFE**. Borrower is the mortgagor under this Security Instrument.
- (C) "**MERS**" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument**. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (D) "**Lender**" is **Metro Center Mortgage, Inc.** Lender is a **FEDERAL SAVINGS BANK** organized and existing under the laws of **THE UNITED STATES OF AMERICA**. Lender's address is **ONE HOME LOAN PLAZA, SUITE 3, WARWICK, RHODE ISLAND 02886-1765**.
- (E) "**Note**" means the promissory note signed by Borrower and dated **AUGUST 6, 2003**. The Note states that Borrower owes Lender **ONE HUNDRED SIX THOUSAND TWO HUNDRED AND 00/100ths Dollars (U.S.\$106,200.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **AUGUST 11, 2033**.
- (F) "**Property**" means the property that is described below under the heading "Transfer of Rights in the Property."

OHIO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3036 1/01 (rev. 2/02) (page 1 of 13 pages)



J.S.C.
J.C.

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- ☒ Adjustable Rate Rider ☐ Condominium Rider ☐ Second Home Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☒ Other(s) [specify] Floor Rate Rider
☐ 1-4 Family Rider ☐ Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS the following described property located in the County of

LORAIN :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

SEE ATTACHED SCHEDULE "A"

JSC.
J.C.

Commonwealth Land Title Insurance Company

Commitment Number: 2003052002

SCHEDULE C
PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

Situated in the Township of Sheffield, County of Lorain and State of Ohio.

And known as being Sublot Nos. 3 inclusive, Block K, in the Lorain Heights Allotment, of part of original Sheffield Township Lot No. 109, as shown by the Recorded Plat in Volume 6, Page 21 of Lorain County Map Records.

Be the same more or less, but subject to all legal highways.

2113 Harrison Avenue
Lorain, Ohio 44055

PPN: 03-00-109-112-010

ALTA Commitment
Schedule C

(2003052002.PFD/2003052002/36)

g.s.c.
J.C.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Executed this 6 day of August 2003

Jeffrey S. Carman (Seal)
JEFFREY S. CARMAN -Borrower

Glenda Carman (Seal)
GLENDA CARMAN -Borrower

____ (Seal) _____ (Seal)
-Borrower -Borrower

____ [Space Below This Line For Acknowledgment] _____

State of OHIO
County of LORAIN

The foregoing instrument was acknowledged before me this _____ by JEFFREY
S. CARMAN ABND GLENDA CARMAN, HUSBAND AND WIFE.

(Seal)



THOMAS J. BLUE, JR.
Notary Public
State of Ohio
My Commission Expires
March 25, 2008

Thomas J. Blue, Jr.
Notary Public
Typed or printed name: _____

This instrument is executed by:
DECISION ONE MORTGAGE COMPANY, LLC, AGENT FOR METRO CENTER MORTGAGE, INC.
6200 OAK TREE BLVE, SUITE 260
INDEPENDENCE, OHIO 44131

SUMMARY REPORT

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 20050629

Property Description

Property Address 2113 Harrison Avenue		City Lorain		State OH		Zip Code 44055	
Legal Description LORAIN HTS FRNT 0040.00 DEPTH 0110.00							
Assessor's Parcel No. 0300109112010 & 0300109112008				Tax Year 2004 R.E. Taxes \$ 1,676.78 Special Assessments \$ N/A			
Borrower Jeffery Caman		Current Owner Jeffery & Glenda Carman		Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			
Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type <input type="checkbox"/> RUD <input type="checkbox"/> Condominium (HUDVA only)		HOA \$ N/A		/Mo.	
Neighborhood or Project Name Lorain Heights		Map Reference 980567977		Census Tract 0281			
Sale Price \$ Re-Finance Date of Sale N/A		Description and \$ amount of loan charges/concessions to be paid by seller N/A					
Lender/Client Mortgage Points Lending Company		Address 1234 S. Cleveland-Massillon Road AKRON, OH 44321					
Appraiser Bruce H. Gosney		Address 3142 Broadway S-202 Grove City, Ohio 43123					
Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant occupancy	Single family housing	Present land use %	Land use change		
Built up	<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	PRICE \$ (000) 95 Low 35	One family 90	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely		
Growth rate	<input checked="" type="checkbox"/> Rapid <input type="checkbox"/> Stable <input type="checkbox"/> Slow	<input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (over 5%)	145 High 65+	2-4 family 5	In process		
Property values	<input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining		Predominant	Multi-family	To:		
Demand/supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance		115	Commercial 5			
Marketing time	<input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		50				

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: SEE ATTACHED MAP ADDENDA FOR BOUNDARIES

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):

The subject property is located in the Lorain Heights subdivision in Sheffield Township in northern Lorain County. The area is predominantly single family homes in average to good condition. All essential services are within a reasonable drive of the subject. Demand/Supply for housing in this area is in balance due to its proximity to major employers and urban amenities.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):

Market values are stable due to the demand for properties in the subject's area, with average marketing times of three to six months. There are comparable properties listed for sale in the area. Financing available is typically conventional, however, FHA and VA financing are also available. Current cost of financing is affordable. Market transactions do not require creative financing.

Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owner's Association (HOA)? ☐ Yes ☒ No

Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A

Describe common elements and recreational facilities: N/A

Dimensions Please refer to deed		Topography		Level at street grade	
Site area 0.20 Acre		Size		0.20 Acre	
Specific zoning classification and description R1		Shape		Irregular	
Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Drainage		Appeared Adequate	
Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)		View		Neighborhood	
Utilities	Public	Other	Off-site Improvements	Type	Public Private
Electricity	<input checked="" type="checkbox"/>		Street	Asphalt	<input checked="" type="checkbox"/>
Gas	<input checked="" type="checkbox"/>		Curb/gutter	None	
Water	<input checked="" type="checkbox"/>		Sidewalk	None	
Sanitary sewer	<input checked="" type="checkbox"/>		Street lights	Vapor	<input checked="" type="checkbox"/>
Storm sewer	<input checked="" type="checkbox"/>		Alley	None	
Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.)		Improvements and services are typical for the market area. No apparent adverse easements, encroachments, conditions, or slide areas were noted. The subject site is level at street grade with average landscaping.			

GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION	
No. of Units	1	Foundation	Con. Block	Slab	None	Area Sq. Ft.	504	Roof	
No. of Stories	1.50	Exterior Walls	Vinyl Siding	Crawl Space	51 %	% Finished	20	Ceiling	
Type (Det./Att.)	Detached	Roof Surface	Asph Shgl	Basement	49 %	Ceiling	Drywall	Walls	
Design (Style)	Cape	Gutters & Dwnspits.	Aluminum	Sump Pump	Yes	Walls	Drywall	Floor	
Existing/Proposed	Existing	Window Type	Double Hung	Dampness	Typ. of Age	Floor	Carpet	None	
Age (Yrs.)	65+ Yrs.	Storm/Screen	Double Pane	Settlement	Typ. of Age	Outside Entry	No	Unknown	<input checked="" type="checkbox"/>
Effective Age (Yrs.)	20 Years	Manufactured House	No	Infestation	None Noted				

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												504
Level 1		1		1				2	1	Area		1,092
Level 2								2				432

Finished area above grade contains:		6 Rooms:		4 Bedroom(s):		1.0 Bath(s):		1,524 Square Feet of Gross Living Area	
INTERIOR	Materials/Condition	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:			
Floors	Carpet/Good	Type	FHA	Refrigerator	Fireplace(s) #	None	<input checked="" type="checkbox"/>		
Walls	Plaster/Average	Fuel	Gas	Range/Oven	Patio	No	Garage # of cars		
Trim/Finish	Wood/Avg-Good	Condition	Unknown	Disposal	Deck	Yes	Attached N/A		
Bath Floor	Vinyl/Good	COOLING		Dishwasher	Porch	Yes	Detached N/A		
Bath Wainscot	Ceramic/Good	Central	Yes	Fan/Hood	Fence	No	Built-in N/A		
Doors	Hollow Core/Avg	Other	N/A	Microwave	Pool	No	Carport No		
100 Amp/CB		Condition	Unknown	Washer/Dryer	Finished		Driveway Concrete		

Additional features (special energy efficient items, etc.): The subject has double pane windows.

Condition of the improvements, depreciation (physical, functional and external), repairs needed, quality of construction, remodeling/additions, etc.: SEE ADDENDUM

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: Home was built prior to 1978 and may have asbestos and/or lead based paint containing materials. No adjustments were made to the comparables for they may have the same conditions.

Fannie Mae Form 70 8-93

PAGE 1 OF 2

Fannie Mae Form 1004 8-93

Online Appraisal Services

EXHIBIT

Powered By: appraisal.com

SURVEY WAIVER AFFIDAVIT

STATE OF OHIO
COUNTY OF LORAIN

)
) ss.
)

The undersigned Owners of Record, being duly sworn according to law, depose and state the following facts:

- 1.) I have personal knowledge of the facts stated in this affidavit.
- 2.) I am, and have been at all times relevant, the fee simple owner of certain realty, located at 2113 HARRISON AVENUE, SHEFFIELD TOWNSHIP, OHIO 44055, and that there have been no NEW IMPROVEMENTS made to this property since the date I established ownership of said premises. Said Premises are more fully described as follows:

SEE ATTACHED EXHIBIT A

3.) Affiant states that, to the best of his knowledge, the existing structures on the property (house, garage, outbuildings, shed, patio, etc.) are within the boundary lines, easements or set back line(s) (if any) of said property and that no buildings, walls, or other improvements have been, or are being, erected on the subject property now, or since the date ownership began.

4.) Affiant states that he has been advised by the Lender that Affiant have the option to order, or waive, a Survey of the property that will secure the mortgage entered into between Affiant and the Lender.

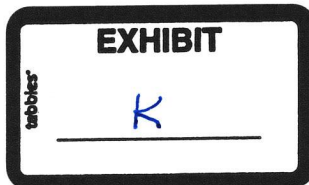
5.) Affiant states that he has been advised that a Title Insurance Company will issue a policy free of exceptions for encroachments or encumbrances other than for Taxes not yet due and payable, whether or not Affiant order, or waive a Survey.

6.) Affiant states further that he has been advised that the Title Insurance Company will require a Certification from Affiant stating that no new improvements have been performed and that Affiant state that:

- a). No improvements, such as decks, fences, swimming pools, etc., have been made to the property.
- b). No alterations of the boundaries, including fences or dividing lines, have occurred.
- c). No other changes to the property have occurred which would be reflected by a current, accurate Survey.

If additions have been made, Affiant understand that the Title Company may require a Survey for which the Affiant will be charged, even if said Survey is not disclosed on the final GOOD FAITH estimate.

7.) Affiant states that he has been advised, and are fully aware, that the Lender, acting in full reliance of these statements, is making advancements, and that said Lender would not advance monies on the indebtedness evidenced by the mortgage without the Affiant statements.

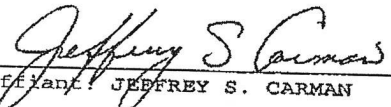


1

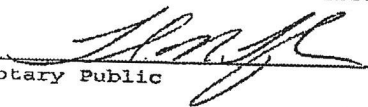
8.) Affiant states that for valuable consideration, and to induce the Lender to advance this mortgage loan without Affiant having to incur the costs of a Survey, Affiant agree to hold harmless the Lender, and its assigns, from any responsibility or liability resulting from the lack of a Survey being obtained.

9.) The statements mentioned above are true and accurate to the best of my knowledge.

FURTHER, AFFIANT SAYETH NOT.


AFFIANT: JEFFREY S. CARMAN

Sworn to and subscribed before me this 28th day of February, 2005.


Notary Public

My Commission Expires:

Redacted

Redacted
Redacted
Redacted

Investor Loan **Redacted**

This document was prepared by Ocwen Loan Servicing, LLC

After Recording Return To:
Ocwen Loan Servicing, LLC
Attention: Modification Processing
PO Box 24737
West Palm Beach, FL 33416-9838

_____[Space Above This Line For Recording Data]_____

HOME AFFORDABLE MODIFICATION AGREEMENT

Borrower ("I"): Jeffrey S Carman

Lender/Servicer or Agent for Lender/Servicer ("Lender"): Ocwen Loan Servicing, LLC

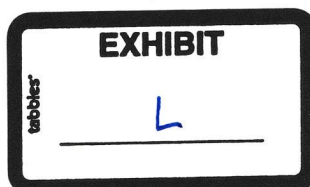
Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 02/28/2005

Loan Number: **Redacted**

Property Address ("Property"): 2113 Harrison Ave Lorain, OH 44055-3419

If my representations in Section 1 continue to be true in all material respects, then this Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) The Mortgage on the Property, and (2) The Note secured by the Mortgage. The Note is secured by a Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated the same date as the Note, in the real property records of LORAIN County, OH. Said Security Instrument covers the real and personal property described in such Security Instrument (the "Property") located at 2113 Harrison Ave Lorain, OH 44055-3419, which real property is more particularly described as follows.

Page 1



Redacted

BORROWER ACKNOWLEDGEMENT

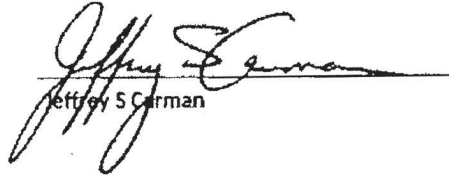
Each of the Borrower(s) and the Lender acknowledge that no representations, agreements or promises were made by the other party or any of its representatives other than those representations, agreements or promises specifically contained herein. This Agreement, and the Note and Security Instrument (as amended hereby) set forth the entire understanding between the parties. There are no unwritten agreements between the parties.

Redacted
Redacted

All individuals on the mortgage, note and the property title must sign this Agreement.

Date

6-24-2016


Jeffrey S. Carman

Redacted

BALLOON PAYMENT DISCLOSURE

Borrower(s) ("I"): Jeffrey S Carman

Servicer ("Servicer"): Ocwen Loan Servicing, LLC

Date of first lien Security Instrument ("Mortgage") and Note ("Note"): 02/28/2005

Loan Number **Redacted**

Property Address: 2113 Harrison Ave Lorain, OH 44055-3419

THIS BALLOON PAYMENT DISCLOSURE is made this 03 day of Jun, 2016, and is incorporated into and shall be deemed to supplement the Loan Modification Agreement ("Agreement") of the same date given by the undersigned Borrower(s). The Agreement contains a balloon payment provision representing the amount of the Deferred Principal Balance under the Agreement. The Agreement also contains a principal reduction feature that may reduce the Deferred Principal Balance in three equal installments of \$17,104.73 in accordance with Section 3(C) of the Agreement, provided that the Borrower remains eligible for principal reduction for the time period specified in Section 3(C) of the Agreement.

A balloon payment is a scheduled lump sum usually due at the end of the mortgage loan term that is significantly larger than the other regularly scheduled periodic payments. This means that even if I make all payments full and on time, the loan will not be paid in full by the final payment date. The amount of the balloon payment may vary depending on my payment history. If my loan is an adjustable rate mortgage, the amount of the balloon payment also may vary based on any interest rate changes that occur during the life of the loan.

If the Borrower remains eligible for the time period specified in the following table, the Deferred Principal Balance will be adjusted to the amounts reflected in the table.

Duration of Eligibility	Deferred Principal Balance due on Maturity
08/01/2016 up to 05/01/2017	\$90,487.87 - NO ADJUSTMENT
05/01/2017 up to 05/01/2018	\$73,383.14
05/01/2018 up to 05/01/2019	\$56,278.41
05/01/2019 up to 09/01/2035	\$39,173.68

THIS CONTRACT IS NOT PAYABLE IN INSTALLMENTS OF EQUAL AMOUNTS: AN INSTALLMENT OF \$39,173.68 WILL BE DUE AND PAYABLE IN FULL ON 09/01/2035, PROVIDED THAT ALL PAYMENTS ARE MADE IN ACCORDANCE WITH THE LOAN TERMS AND THE INTEREST RATE DOES NOT CHANGE FOR THE ENTIRE LOAN TERM. The balloon payment on the loan modification I have applied for is due 230 months from the effective date of the modification.

Notice required by North Dakota law:

CAUTION TO BORROWER: IF YOU DO NOT HAVE THE FUNDS TO PAY THE BALLOON PAYMENT WHEN DUE, IT MAY BE NECESSARY FOR YOU TO OBTAIN A NEW LOAN AGAINST YOUR PROPERTY FOR THIS PURPOSE AND YOU MAY BE REQUIRED TO AGAIN PAY COMMISSION AND EXPENSES FOR ARRANGING THE LOAN. KEEP THIS IN MIND IN DECIDING UPON THE AMOUNT AND TERMS OF THE LOAN MODIFICATION THAT YOU OBTAIN AT THIS TIME.

RedactedRedacted

I/we have read the above disclosure and acknowledge receiving a copy by signing below.

*All individuals on the title (even if not a borrower on the note) must sign this agreement. If there are more than two title holders to this property, please have them sign below.

Redacted
Redacted
Redacted
Redacted

06/24/2016

Date (MM/DD/YYYY)

Jeffrey S. Carman
Jeffrey S. Carman

058959#2181

After recording please return to:

GreenPoint Mortgage Funding, Inc.
(Company Name)

(Name of Natural Person)

981 Airway Court, Suite E
(Street Address)Santa Rosa, CA, 95403-2049
(City, State, Zip Code)

Redacted

(Space Above This Line For Recording Data)

Loan Number

Redacted

MORTGAGE

MIN Redacted

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated February 28, 2005, together with all Riders to this document.

(B) "Borrower" is Jeffrey S Carman and Glenda Carman, Husband And Wife

Borrower is the lender under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is GreenPoint Mortgage Funding, Inc.

Lender is a Corporation organized and existing under the laws of the State of New York. Lender's address is 2115 Wood Hollow Drive, Nevada, CA 94945

(E) "Note" means the promissory note signed by Borrower and dated February 28, 2005.

The Note states that Borrower owes to Lender One Hundred Thousand and 00/100ths

Dollars (U.S. \$100,000.00)

Ohio Mortgage Electronic Funding, Inc. MERS Modified Form 3026 01/03

THE COMPLETE MORTGAGE FUNDING

Redacted

MAIL BOX

TRISTAR MORTGAGE FUNDING, L.L.C.
10000 N. 10th Ave.
Highland Heights, OH 44133

Redacted

EXHIBIT

tabbles

M

Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County of Lorain

(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)
As more particularly described to exhibit "A" attached hereto and made a part hereof.

Parcel No.: 03-06-109-112-010

which currently has the address of 2113 Harrison Avenue

Sheffield Township

(City)

(Street)

Ohio 44055

(Zip Code)

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right, to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property, and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:


Ohio Mortgage Lender's Manual/Uniform Instrument
— THE COVENANTS, RIGHTS, AND OBLIGATIONS OF THE PARTIES —
Page 3 of 15

MERS Modified Form 3036 01/01
MAY 2001

Redacted

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


TED N. TANCZUK

Jeffrey S. Canaan (Seal)
Jeffrey S. Canaan - Borrower

Glenda Carman (Seal)
Borrower

(Seal)
-Secretary-

(Seal)
-Dorran

(Acknowledgment on Following Page)

Ohio Mortgage Lender Family Finance MacFadden Mac UNIFORM INSTRUMENT
—THE COMPLIANT SOURCE, INC.— Page 14 of 15

MEMS Modified Form 3036 01/01
14240H 14/00

Redacted

State of OHIO §
County of LORAIN §

Before me the undersigned authority, on this day personally appeared Jeffrey S Carman and Glenda Carman , HUSBAND AND WIFE

known to me (or proved to me through an identity card or other document) to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal on this 28TH day of FEBRUARY, 2009



TED N. TANCZUK
Notary Public, State of Ohio
My Commission Expires 1-26-2008

Notary Public
My Commission Expires:

This instrument was prepared by:

Midwest Branch Office
(Company Name)

480 Old Worthington Road Suite 150
(Street Address)

Westerville, OH 43082
(City, State Zip Code)

Ohio Mortgage Lending Facility, Inc. d/b/a Mac/Freddie Mac UNIFORM INSTRUMENT

MERS Modified Form 0036 01/01

Redacted

EXHIBIT A

Situated in the Township of Sheffield, County of Lorain and State of Ohio:

And known as being Sublot No. 3 Block K, in the Lorain Heights Allotment, of part of Original Sheffield Township, Lot No. 109 as shown by the recorded plat in Volume 6, Page 21 of Lorain County Map Records. Said Sublot No. 3 Block K, together form a parcel of land having a frontage of 40.00 feet on the Northerly side of Thirty-Second Avenue, now known as Harrison Street, and extending back between parallel lines 110 feet on the Westerly line, 110 feet on the easterly line and having a rear line of 40.00 feet as appears by said plat, be the same more or less, but subject to all legal highways.

PARCEL NUMBER: 03-00-109-112-010

UNOFFICIAL

Loan Number

Redacted**ADJUSTABLE RATE RIDER**

(LIBOR Six-Month Index (As Published by the Wall Street Journal) - Rate Caps Accrued Interest Only for Fixed Rate Period)

THIS ADJUSTABLE RATE RIDER is made this 28th day of February, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to GreenPoint Mortgage Funding, Inc. ("Lender") of the same date and covering the property described in the Security Instrument and located at:

2113 Harrison Avenue, Sheffield Township, OH 44055

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The interest rate I will pay may change on the first day of April 2010, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar denominated deposits in the London market as published by the Wall Street Journal. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, or is no longer published, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and 250/1000ths percentage points (2.250%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

During the Interest Only Period (which is the period when my payments are of interest only) the Note Holder will determine the amount of the monthly payment as the amount of interest due at the new interest rate on the unpaid principal. The result of the calculation will be the new amount of my monthly payment.

After the Interest Only Period, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date with interest at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.875% or less than 2.250%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than

Adjustable Rate Rider
GreenPoint Mortgage**Redacted**